

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting
through the United States Department of
Agriculture

Plaintiff

v.

RICARDO SANTIAGO TORRES; ESTATE
OF ANTONIA NATIVIDAD SILVA AYALA AKA
ANTONIA SILVA AYALA COMPOSED BY
HER KNOWN HEIRS BENJAMÍN SANTIAGO
SILVA AND RICARDO SANTIAGO TORRES
(widow); JOHN DOE and RICHARD ROE as
unknown members of the Estate; UNITED
STATES OF AMERICA as interested party

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the four (4) properties described further below.
3. The promissory note mentioned before is for **\$80,000.00**, with annual interest of 3.125%, subscribed on November 9, 2012. See Exhibit A.

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 128. See Exhibit B.

5. According to the Property Registry, Ricardo Santiago Torres and Antonia Silva Ayala appear as the owners of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish- as follows:

A) RÚSTICA: Porción de terreno dedicada a café y pastos, radicada en el barrio de Rosario Alto del término municipal de San Germán. Linda por el NORTE, con Río Rosario, terrenos de Ramón Abad Ayala y los de Mari Hernández; por el OESTE, con terrenos de Adán Francisco Pérez; por el SUR, con la finca de que se disgrega la que se describe; y por el ESTE, con terrenos de la Sucesión Sambolín. Tiene de cabida 15.68 cuerdas, colinda además por el NORTE, con Gustavo Adolfo Ramírez; por el SUR, Natalio Figueroa; por el ESTE, Andrés Cintrón; y por el OESTE, Ramón Ortiz.

Property number 1,816, recorded at page 151 of volume 632 of San Germán, Registry of the Property of Puerto Rico, section of San Germán.

B) RÚSTICA: Porción de terreno sita en el barrio Hoconuco Alto del término municipal de San Germán, Puerto Rico, de una cabida de 5.80 cuerdas. Colindante por el NORTE, con la carretera de San Germán a Las Vegas y terrenos de Ramón Ortiz; por el SUR, con terrenos de Julio Salazar y Antonio Mallorquín; por el ESTE, con terrenos de Flor María Figueroa; y por el OESTE, con la carretera de San Germán a Las Vegas.

Property number 5,256, recorded at page 157 of volume 632 of San Germán, Registry of the Property of Puerto Rico, section of San Germán.

C) RÚSTICA: Fracción de terreno plantada de café nombrada Pieza de la Casa, sita en el Barrio Rosario Alto, radicada en el Barrio Rosario Alto del término municipal de San Germán, Puerto Rico, de una cabida de 1.75 cuerdas, equivalentes a 68 áreas, 67 centiáreas y colindante por NORTE, ESTE y OESTE, con los terrenos de la principal de que fue segregada; SUR, con el camino de Maricao.

Property number 2,180, recorded at page 163 of volume 632 of San Germán, Registry of the Property of Puerto Rico, section of San Germán.

D) RÚSTICA: Porción de terreno sita en los barrios Hoconuco Alto y Rosario Alto del término municipal de San Germán, Puerto Rico, de una cabida de 13.20 cuerdas, conteniendo una casa para habitación de madera y zinc, otra casa de iguales materiales dedicada a tienda otra dedicada a máquina con su máquina de descascarar café y motor de gasolina, dos glasis, dos casillas y varias casitas para peones. Está atravesada por el camino que de San Germán conduce a Maricao. Colinda por el NORTE, con terrenos de la Sucesión de José M. Pabón antes, hoy Jenaro Pagán Tomei y José A. Sambolin antes, hoy Andrés Cintrón; por el SUR,

con terrenos de la Sucesión de José H. Salazar antes, hoy Higinio Salazar; por el ESTE, con terrenos de José A. Sambolin antes, hoy Andrés Cintrón los de Natalio Figueroa, Sucesión de Gregorio Hernández, hoy de Andrés Cintrón, Juana Salazar, hoy de Américo Salazar, Sucesión José H. Salazar, antes, hoy Higinio Salazar; y por el OESTE, con terrenos de Finca Salazar antes, hoy de Flor María Figueroa.

Property number 5,253, recorded at page 154 of volume 632 of San Germán, Registry of the Property of Puerto Rico, section of San Germán.

See Title Searches attached as Exhibit C.

6. The title searches attached to this complaint confirm the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See Exhibit C.

7. Co-debtor Antonia Silva Ayala passed away.

8. The known members of the Estate of Antonia Natividad Silva Ayala aka Antonia Silva Ayala are the following individuals:

Ricardo Santiago Torres (as joint debtor and as widow)

Benjamín Santiago Silva

9. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estate mentioned before.

10. Codefendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.

11. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong. If no answer is received within said period, their participation shall be deemed as accepted.

It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the

indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.

12. The defendants herein, jointly and severally, have failed to comply with terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, defendants owe to the plaintiff, according to the Certification of Indebtedness included herein as Exhibit D, the following amounts:

A) On the \$80,000.00 Note:

a) The sum of \$74,507.82, of principal

b) The sum of \$12,381.82, of interest accrued as of September 13, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$6.3791.

c) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

13. The indebtedness evidenced by the aforementioned note is secured by the mortgages over the properties described in this complaint.

14. Codefendant Ricardo Santiago Torres is not currently active in the military service for the United States. Exhibit E. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for Benjamín Santiago Silva since we do not know his social security numbers.

15. The United States of America is included as a party of interest in this action because, according to the Title Searches for all the properties herein included, there are several Federal Tax Liens affecting them. See Exhibit C.

VERIFICATION

I, JACQUELINE LAZÚ LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director for the Loan Resolution Task Force of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 27 day of November 2020.

JACQUELINE LAZÚ LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendants' party pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 12 of this Complaint, said defendants be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;
- e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;
- f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;
- g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this day of , 2020.

/s/ Juan Carlos Fortuño Fas

JUAN CARLOS FORTUÑO FAS

USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.

P.O. BOX 9300

SAN JUAN, PR 00908

TEL. 787-751-5290

FAX. 787-751-6155

Email: dcfilings@fortuno-law.com

This form is available electronically.

(See Page 3 for Privacy Act and Public Burden Statements.)

FSA-2026 (09-07-10)		U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency		Position 2
PROMISSORY NOTE				
1. Name RICARDO SANTIAGO TORRES		2. State PUERTO RICO		3. County MAYAGUEZ
4. Case Number 63-018- [REDACTED]	5. Fund Code 41	6. Loan Number 01		7. Date NOVEMBER 9, 2012
8. TYPE OF ASSISTANCE 031-FO-REG-SDA-ETHNIC		9. ACTION REQUIRING PROMISSORY NOTE:		
		<input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Conservation easement <input type="checkbox"/> Deferred payments <input type="checkbox"/> Consolidation <input type="checkbox"/> Rescheduling <input type="checkbox"/> Debt write down <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization		

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America Department of Agriculture, acting through the Farm Service Agency (Government), or its assigns, at its office in (a) MAYAGUEZ FSA FIELD OFFICE or at such other place as the Government may later designate in writing, the principal sum of (b) EIGHTY THOUSAND dollars (c) \$ 80,000.00, plus interest on the unpaid principal balance at the RATE of (d) THREE POINT ONE TWENTY FIVE percent (e) 3.125 % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may **CHANGE THE RATE OF INTEREST** in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) 21 installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 357.00	01/01/2013	\$ N/A	N/A
\$ N/A	N/A	\$ N/A	N/A
\$ N/A	N/A	\$ N/A	N/A
\$ N/A	N/A	\$ N/A	N/A

and (d) \$ 5,708.00 thereafter on the (e) JANUARY 1ST of each (f) YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) 20 (TWENTY) years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial RST Date 9/16/2012
ASA

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.

15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.

16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

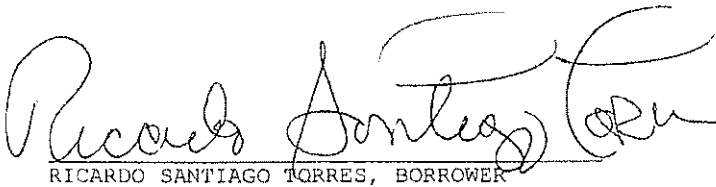
Initial RST Date 9/22/2012
ASA

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

23. Presentment, protest, and notice are waived.


RICARDO SANTIAGO TORRES, BORROWER


ANTONIA SILVA AYALA, CO-BORROWER

NOTE:

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 *et seq.*). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

DEED NUMBER ONE HUNDRED TWENTY EIGHT (128)

ESCRITURA NÚMERO CIENTO VEINTIOCHO (128)

VOLUNTARY MORTGAGE

HIPOTECA VOLUNTARIA

In Mayaguez, Puerto Rico, November nine (9), two thousand twelve (2012).

En Mayaguez, Puerto Rico, a nueve (9) de noviembre del dos mil doce (2012).

BEFORE ME

ANTE MI

SUSAN BÁEZ DIXON, Attorney and Notary Public for the Island of Puerto Rico,
SUSAN BÁEZ DIXON, Abogado y Notario Público de la Isla de Puerto Rico.with residence and office in Mayaguez, Puerto Rico.
con residencia y oficina en Mayaguez, Puerto Rico.

APPEARS

COMPARECEN

The persons named in paragraph SEVENTH of this mortgage
Las personas nombradas en los párrafo SÉPTIMO de esta hipoteca denominadoshereinafter called the "mortgagor" and whose personal circumstances
de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personalesappear from said paragraph.
aparecen de dicho párrafo.I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
Doy fe del conocimiento personal de los comparecientes, así como por susstatements which I believe to be true of their age, civil status, profession and residence.
dichos de su edad, estado civil, profesión y vecindad.They assure me that they are in full enjoyment of their civil rights, and the free
Aseguran hallarse en el pleno goce de sus derechos civiles, la libreadministration of their property, and they have, in my judgment, the necessary
administración de sus bienes y teniendo a mi juicio la capacidad legal necesarialegal capacity to grant this voluntary mortgage.
para este otorgar esta hipoteca voluntaria.

WITNESSETH

EXPONEN

FIRST: That the mortgagors are the owner of the farm or farms described in
PRIMERO: Los deudores hipotecarios son dueños de las finca o fincas descritas en elparagraph SIXTH of this mortgage, and of all rights and interest in the same
párrafo SEXTO así como de todos los derechos e intereses en las mismas.hereinafter referred to as "the property" or "properties"
denominada de aquí en adelante "los bienes"

SECOND: That the properties mortgaged herein are subject to the liens

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes

specified in paragraph SIXTH herein.
que se especifican en el párrafo SEXTO.

THIRD: That the mortgagors have become obligated to the United States

TERCERO: Que los deudores hipotecarios viene obligado para con los Estados Unidos

of América, acting through the Farm Service Agency,
de América, actuando por conducto de la Agencia de Servicio Agrícola.hereinafter called the "mortgagee" in connection with
denominado de aquí en adelante el "acreedor hipotecario", en relación cona loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)
un préstamo o préstamos evidenciado por uno o más pagarés o convenio de subrogación.hereinafter called "the note" whether one or more
denominado en adelante el "pagaré" sean uno o más.

FOURTH: The mortgagors are Ricardo Santiago Torres and Antonin Silva Ayala

2180, 5253,
Finca 1216, 5256 folio
Diarios 787 Asientos 102 Contrato 103
de San Juan



CUARTO: Los deudores hipotecarios son: **Ricardo Santiago Torres y Antonia Silva Ayala** -----
 ("Borrowers"). -----
 ("Deudores"). -----

This Security Instrument is given to the United States of America acting through the -----
 Los deudores hipotecarios otorgan este instrumento de Garantía a los Estados Unidos de -----

Farm Service Agency or successor agency, United States Department of Agriculture ("Lender") -----
 América por medio de la Agencia de Servicio Agrícola o su agencia sucesora, el Departamento de -----

whose address is Farm Service Agency, c/o Centralized Servicing Center, United States -----
 Agricultura (Acreedor), cuya dirección es c/o Centralized Service Center, United States -----

Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166. -----
 Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166. -----

Borrower is indebted to Lender under the following promissory notes and/or assumption -----
 Los Deudores le adeudan al Acreedor el siguiente pagaré y/o deuda asumida, en adelante -----

agreements (herein collectively called "Note") which have been executed or assumed by -----
 denominado como El Pagaré, el cual ha sido otorgado o asumido por los Deudores y para el cual se -----

borrowers and which provide for monthly payments, with the full debt, if not paid earlier, due and -----
 han establecido pagos mensuales, los cuales tienen fecha de vencimiento para la deuda completa. --

payable on the maturity date. -----
 si no se paga con antelación. -----

FIFTH: That the note(s) referred to in paragraph THIRD -----
QUINTO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO -----

of this mortgage is(are) described as follows: -----
 de esta hipoteca es (son) descrito(s) como sigue: -----

"Promissory Note" executed in case number 63-018 -----
 "Pagaré" otorgado en el caso número 63-018 -----

dated November nine (9) two thousand twelve (2012) in the amount of -----
 fechado nueve (9) de noviembre del dos mil doce (2012) por la suma de -----

EIGHTY THOUSAND DOLLARS (\$80,000.00) -----
OCHENTA MIL DÓLARES (\$80,000.00) -----

principal plus interest over the unpaid -----
 de principal más intereses sobre el balance del -----

balance at the rate of **THREE POINT ONE TWENTY FIVE (3.125%) percent per annum** -----
 principal adeudado a razón de **TRES PUNTO UNO VEINTICINCO (3.125%) por ciento anual** -----

until the principal is totally paid according to the terms, installments. -----
 hasta tanto su principal sea totalmente satisfecho según los términos. -----

conditions and stipulation contained in the promissory note and as agreed -----
 plazos, condiciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos -----

between the borrower and the Government, except that the final installment of the -----
 entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí -----

entire debt herein evidenced, if not sooner paid, will be due -----
 representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero -----

and payable in **TWENTY (20) YEARS** from the date of this promissory note. -----
 a los **VEINTE (20) AÑOS** de la fecha de este pagaré. -----

Said promissory note is given as evidence of a loan made by the -----
 Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el -----

Government to the borrower pursuant to the law of the Congress of the United -----
 Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados -----

States of America known as "Consolidated Farm and Rural Development Act -----
 Unidos de America denominada "Consolidated Farm and Rural Development Act -----

Of 1961" or pursuant to "Title V of the Housing Act of 1949, as -----
 De 1961" o de conformidad con el "Title V of the Housing Act of 1949", según -----

amended, and is subject to the present regulations of the Rural -----
 han sido enmendadas y está sujeto a los presentes reglamentos de Desarrollo -----

Development and to its future regulations not inconsistent with the -----
 Rural y a los futuros reglamentos no inconsistentes con dicha -----

express provisions thereof. Of which description, the authorizing Notary, GIVE FAITH. -----



Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.-----

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the-----
Este Instrumento de Garantía le garantiza al Acreedor: (a) el pago de la deuda -----

Note; (b) the payment of all other sums, with interest, advanced under paragraph NINTH-7 to-----
representada en el Pagaré; (b) el pago de cualquier otra suma, con los intereses dispuestos por el---

protect the property covered by this Security Instrument: (c) the performance of Borrower's-----
párrafo NOVENO- 7 para proteger la Propiedad gravada por este Instrumento de Garantía: c) el---

covenants and agreements under this Security Instrument and the Note, and (d) the recapture-----
cumplimiento de las obligaciones y acuerdos del Deudor bajo este Instrumento de Garantía y del---

of any payment assistance and subsidy which may be granted to the Borrower by the Lender-----
Pagaré y (d) el recobro de cualquier ayuda y subsidio que pueda otorgarse al Deudor por parte de---

pursuant to 42 U.S.C. §§1472 (g) or 1490a. For this purpose, Borrower irrevocably grants and-----
el Acreedor, conforme a las disposiciones de 42 U.S.C. §§ 1472 (g) o 1490a. Con tal propósito,---

conveys to Lender the Real Estate property described in paragraph SIXTH-----
el Deudor cede a favor del Acreedor la propiedad inmueble descrita en el párrafo SEXTO-----

together with all the improvements now or hereafter erected on the property, and-----
con sus presente y futuras mejoras y todas sus servidumbres, anejos y accesorios que-----

all easements, appurtenances, and fixtures which now or hereafter are part of the property. All-----
ahora o de aquí en adelante formen parte de la Propiedad. Todos los cambios y añadiduras-----

replacements and additions shall also be covered by this Security Instrument,-----
estarán sujetas por este Instrumento de Garantía.-----

All the foregoing is referred to in this Security Instrument as the "Property".-----
Todo lo anterior se denomina en este Instrumento de Garantía como la "Propiedad".-----

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby -----
EL DEUDOR MANIFIESTA que tiene posesión legal de la propiedad que en este acto se-----

conveyed and has the right to grant and convey the Property and that the Property is-----
traspasa y que tiene el poder legal de otorgar y traspasar la propiedad, la cual está libre de-----

unencumbered, except for encumbrances of record. Borrower warrants and will defend generally--
gravámenes, con la excepción de gravámenes que surgen del Registro de la Propiedad. El-----

the title to the Property against all claims and demands, subject to any encumbrances of record.---
Deudor se obliga a defender el título de la Propiedad contra toda reclamación o demanda sujetas---

a cualquier gravamen registral.-----

SIXTH: That the properties object of this deed and over which-----
SEXTO: Que las propiedades objeto de la presente escritura y sobre las que se-----

Voluntary mortgage is constituted, are described as follows:-----
constituye Hipoteca Voluntaria, se describen como sigue:-----

--(A) RUSTIC: Portion of land dedicated to coffee and pasture, located in the Rosario Alto Ward--
--(A) RÚSTICA: Porción de terreno dedicada a café y pastos, radicada en el Barrio Rosario -

of the Municipality of San Germán. It borders to the NORTH, with the Rosario River, land of--
Alto del término municipal de San Germán. Linda al NORTE, con Río Rosario, terrenos de --

Ramón Abad Ayala and lands of Mari Hermanos; to the WEST, with lands of Francisco -----
Don Ramón Abad Ayala y los de Mari Hermanos; al OESTE, con terrenos de Don Francisco--

Pérez; to the SOUTH, with lands from which this land has been segregated; and to the EAST--
Pérez; al SUR, con la finca de que se disgrega la que se describe; y al ESTE, con terrenos-----

with lands of the Sambolín Succession; it has an area of fifteen point sixty eight (15.68) "cuerdas",--
de la Sucesión Sambolín; y tiene de cabida quince punto sesenta y ocho (15.68) cuerdas, -----

equivalent to sixty one thousand six hundred twenty eight point five thousand one hundred fifty--
equivalente a sesenta y un mil seiscientos veintiocho punto cinco mil ciento cincuenta y dos ---

two (61,628.5152) square meters -----
(61,628.5152) metros cuadrados -----

it border also to the NORTH, with Gustavo Adolfo Ramírez; to the SOUTH, Natalio -----
colinda además por el NORTE, con Gustavo Adolfo Ramírez; por el SUR, Natalio Figueroa; --

Figueroa; to the EAST, Andres Cintrón and the WEST, Ramón Ortiz. -----
al ESTE, Andres Cintrón y al OESTE, Ramón Ortiz.-----



folio. 151
T 632 p. 1.
L. 124
Jca 5256

folio 160
T 632 p. 1.
L. 6.
Jca. 2180.

folio. 154
T 632 p. 1.
L. 9.
Jca. 5253.



Recorded on page(151), book(632) of San Germán, estate _____
Inscrita al folio(151) del tomo (632) de San Germán, finca _____
number one thousand eight hundred sixteen (1,816). _____
numero mil ochocientos dieciseis (1,816). _____

— (B) RUSTIC:- Portion of land located in Hoconuco Alto Ward of the Municipality of _____
— (B) RÚSTICA:- Porción de terreno sita en el Barrio Hoconuco Alto del termino municipal- _____

San Germán, Puerto Rico, with an area of five point eighty (5.80) "cuerdas" equivalent to twenty-
de San German, Puerto Rico, con una cabida de 5.80 cuerdas, equivalente a veintidos mil _____

two thousand seven hundred ninety six point two hundred sixty two (22,796.262) square meters-
setecientos noventa y seis punto doscientos sesenta y dos (22,796.262) metros cuadrados; _____

borders to the NORTH, with the road from San Germán to Las Vegas with lands of Ramón Ortiz
colindante por el Norte, con la Carretera de San German a Las Vegas y terrenos de Ramon Ortiz; _____

to the SOUTH, with lands of Julio Salazar and Antonio Mallorquin; to the EAST, _____
por el Sur, con terrenos de Julio Salazar y Antonio Mallorquin; por el Este, _____

with a road from San Germán to Las Vegas. _____
con carretera de San German a Las Vegas. _____

Recorded on page one hundred fifty seven (157), book six hundred thirty two (632) of _____
Inscrita al folio ciento cincuenta y siete (157) del tomo seis cientos treinta y dos (632) de _____

San Germán, estate number five thousand two hundred fifty six (5,256). _____
San Germán, finca numero cinco mil doscientos cincuenta y seis (5,256). _____

— (C) RUSTIC:- Fraction of land planted with coffee, named Pieza de la Casa, located _____
— (C) RÚSTICA:- Fracción de terreno plantada de café, nombrada Pieza de la Casa, sita _____

in the Rosario Alto Ward, of the Municipality of San Germán, Puerto Rico, with an area of ---
en el Barrio Rosario Alto, término municipal de San Germán, Puerto Rico, de una cabida de ---

one point seventy five (1.75) "cuerdas", equivalent to six thousand eight hundred seventy eight
uno punto setenta y cinco (1.75) cuerdas, equivalente a seis mil ochocientos setenta y ocho punto

point one thousand eight hundred twenty five (6,878.1825) square meters borders on the NORTH,
mil ochocientos veinticinco (6,878.1825) metros cuadrados colindante por el NORTE, _____

EAST and WEST, with land of the property from which it has been segregated; to the SOUTH, -
ESTE, y OESTE, con terrenos de la principal segregada; por el SUR con el camino de Maricao, ---

with road to Maricao. _____

Recorded on page one hundred sixty three (163), book thirty nine (39) of _____
Inscrita al folio ciento sesenta y tres (163) del tomo treinta y nueve (39) de _____

San Germán, estate number two thousand one hundred eighty (2,180). _____
San Germán, finca numero dos mil ciento ochenta (2,180). _____

— (D) RUSTIC: Portion of land located in the Hoconuco Alto and Rosario Alto Ward _____
— (D) RÚSTICA:- Porción de terreno sita en el Barrio de Hoconuco Alto y Rosario Alto _____

of the Municipality of San Germán, Puerto Rico, with an area of thirteen point twenty (13.20) -
del término municipal de San Germán, Puerto Rico, de una cabida de trece punto veinte (13.20) -

"cuerdas", equivalent to fifty one thousand eight hundred eighty one point one hundred fourty -
cuerdas, equivalentes a cincuenta y un mil ochocientos ochenta y uno punto ciento cuarenta y -

eight (51,881.148) square meters, containing a wooden and zinc house another house of the same-
ocho (51,881.148) metros cuadrados, conteniendo una casa para habitación de madera y zinc, -

materials dedicated to comercial purposes, another dedicated to machinery with a coffee grinder -
otra casa de iguales materiales dedicada a tienda, otra dedicada a maquina con su máquina de -

machine gasoline engine and other structures for agricultural purposes. _____
descascarar café y motor de gasolina, dos grías, dos casillas y varias casitas para peones. _____

The land is crossed by a road that goes from San Germán to Maricao and it linders _____
Está atravesada por el camino que de San Germán conduce a Maricao y colinda: _____

to the NORTH, with lands of Succession of José M. Pabón before, today of Jenaro Pagan Tomei -
por el NORTE, con terrenos de la Sucesión de José M. Pabón antes, hoy de Jenaro Pagan Tomei -

and José A. Sambolin before, today of Andrés Cintrón; to the SOUTH, with lands of the _____
y José A. Sambolin antes, hoy de Andrés Cintrón; por el SUR, con terrenos de la Sucesión de José -

Succession of José H. Salazar before, today of Higinio Salazar; to the EAST, with lands of José -
H. Salazar antes, hoy de Higinio Salazar; por el ESTE, con terrenos de José A. Sambolin antes, -

A. Sambolin before, today Andrés Cintrón, of Natalio Figueroa, Succession of Gregorio -----
 hoy Andrés Cintrón, los de Natalio Figueroa, Sucesión de Gregorio Hernández, hoy de Andrés --

Hernández, today of Andrés Cintrón, Juana Salazar, today of Américo Salazar, Succession José --
 Cintrón, Juana Salazar, hoy de Américo Salazar, Sucesión José H. Salazar antes, hoy Higinio --

H. Salazar before today of Higinio Salazar; and to the WEST, with lands of the Salazar Farm,
 Salazar; y por el OESTE, con terrenos de Finca Salazar, antes, hoy de Flor María Figueroa.---

before, today of Flor María Figueroa.-----

Recorded on page one hundred fifty four (154), book six hundred thirty two (632) of -----
 Inscrita al folio ciento cincuenta y cuatro (154) del tomo seis cientos treinta y dos (632) de -----

San Germán, estate number five thousand two hundred fifty three (5,253). -----
 San Germán, finca numero cinco mil doscientos cincuenta y tres (5,253). -----

SEVENTH: The parties appearing in the present deed as Mortgagors are: Ricardo Santiago Torres
 SÉPTIMO: Comparece en la presente escritura como Deudores Hipotecarios: Ricardo Santiago

and Antonia Silva Ayala, both are of legal age, married to each other, proprietors, and -----
 Torres y Antonia Silva Ayala, quienes son mayores de edad, casados entre sí, propietarios, -----

residents of Lajas, Puerto Rico, whom I have identified by means of their respective -----
 y residentes de Lajas, Puerto Rico, a quienes he identificado mediante sus respectivas -----

driver's licenses issued by the Commonwealth of Puerto Rico. -----
 licencias de conducir expedidas por el Estado Libre Asociado de Puerto Rico. -----

Whose postal address is: HC 3 Box 10532 San Germán, Puerto Rico 00683 -----
 Cuya dirección postal es: HC 3 Box 10532 San Germán, Puerto Rico 00683 -----

EIGHTH: THIS SECURITY INSTRUMENT combines uniform covenants for national use and --
 OCTAVO: ESTE INSTRUMENTO DE GARANTÍA combina los convenios uniformes para -----

non-uniform covenants with limited variations by jurisdiction to constitute a uniform security-----
 uso nacional y los no uniformes con variaciones limitadas por jurisdicción para constituir un-----

instrument covering real property.-----
 Instrumento de Garantía uniforme sobre la propiedad inmueble.-----

NINTH: UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:-----
 NOVENO: ACUERDOS UNIFORMES. El Deudor y el Acreedor se obligan y mutuamente -----

acuerdan lo siguiente:-----

ONE (1) Payment of Principal and Interest: Payment and Late Charges.-----
 UNO (1) Pago de Principal e Interés; Pago y Cargos por Demoras.-----

Borrowers shall promptly pay when due the principal of and interest on the debt evidenced by-----
 Los Deudores pagarán prontamente a su vencimiento el principal y el interés de la deuda representada--

the Note and any prepayment and late charges due under the Note.-----
 por el Pagaré y cualquier prepago y cargos por demoras adeudados bajo el Pagaré.-----

TWO (2) Funds for Taxes and Insurance. Subject to applicable law or to a written waiver-----
 DOS (2) Fondos para Impuestos y Seguros. Sujeto a la ley aplicable o a un relevo escrito-----

by Lender, Borrowers shall pay to Lender on the day monthly payments are due under the Note.-----
 del Acreedor, los Deudores pagarán al Acreedor en el día del vencimiento de cada pago mensual bajo--

until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may-----
 el Pagaré, hasta su completo pago, una suma (Fondos) para: (a) impuestos anuales y tasaciones-----

attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold-----
 territoriales con prioridad sobre este Instrumento de Garantía como gravamen a la Propiedad:-----

payments or ground rents on the Property, if any; (c) yearly hazard or property insurance-----
 (b) arrendamientos anuales si algunos; (c) primas anuales por daños a la Propiedad y (d) primas-----

premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow-----
 anuales por seguros de inundación, si alguno. Estas partidas se denominan Partidas de Plica. El---

Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the -----
 Acreedor podrá, en cualquier momento, cobrar y retener Fondos que no excedan aquella -----

maximum amount a lender for a federally related mortgage loan may require for Borrower's-----
 cantidad máxima que pueda requerir un acreedor para un préstamo hipotecario federal para la-----

escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended-----
 cuenta plica del Deudor bajo la Ley de procedimientos para transacciones de Bienes Raíces del-----



from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law or federal regulation---
1974 (Real Estate Settlement Procedures Act of 1974) según enmendada periódicamente. 12-----

that applies to the Funds is a lesser amount. If so, Lender may at any time, collect and hold-----
12 U.S.C. § 2601 et seq. (RESPA), salvo que otra ley o reglamento federal aplicable establezca-----

Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds---
un límite menor. En ese caso, el Acreedor podrá en cualquier momento, cobrar y retener los-----

due on the basis of current data and reasonable estimates of expenditures of future Escrow Items --
depósitos por una cantidad que no exceda la cantidad menor. El Acreedor puede estimar la-----

or otherwise in accordance with applicable law.-----
cantidad de dineros vencidos a base de información actual y los estimados de gastos razonables-----

por concepto de futuras Partidas de Plica o de otra forma conforme a la ley aplicable.-----

The Funds shall be held by a federal agency (including Lender) or in an institution -----
Los fondos se depositarán en una agencia federal (incluyendo al Acreedor) o en una-----

whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply-----
institución cuyos depósitos estén asegurados por una agencia federal, instrumentalidad o entidad.---

the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying-----
El Acreedor utilizará los fondos para cubrir el pago de las Partidas de Plica. El Acreedor no-----

the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender---
podrá cobrarle al Deudor por depositar y utilizar los fondos por analizar anualmente la cuenta ----

pays Borrower interest on the Funds and applicable law permits Lender to make such a charge-----
plica o por verificar la partida de plica, salvo que el Acreedor le pague intereses al Deudor sobre---

however, Lender may require Borrower to pay a one-time charge for an independent real estate---
los fondos y que esté autorizado por la ley a tal pago. No obstante, el Acreedor podrá requerirle---

tax reporting service used by Lender in connection with this loan, unless applicable law-----
al Deudor que pague en una sola ocasión, un cargo por servicio independiente de informe-----

provides otherwise. Unless an agreement is made or applicable law requires interest to be paid,----
contributivo sobre bienes raíces utilizados por el Acreedor relacionado a este préstamo salvo que---

Lender shall not be required to pay Borrower any interest or earnings on the Funds. -----
la ley aplicable indique lo contrario. Salvo que pacto en contrario o que la ley aplicable requiera---

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds.-----
que se paguen intereses, el Acreedor no tendrá que pagarle al Deudor intereses o ganancias sobre---

Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing-----
los fondos. El Deudor y el Acreedor podrán acordar por escrito, sin embargo, que se pagarán ----

credits and debits to the Funds and the purpose for which each debit to the Funds was made-----
intereses por los fondos. El Acreedor le entregará al Deudor, sin cargo alguno, una contabilidad---

The Funds are pledged as additional security for all sums secured by this Security Instrument.-----
anual de los Fondos, mostrando los créditos y débitos de los Fondos y el propósito de cada-----

débito. El Deudor pignora o da en prenda los Fondos como garantía adicional para todas las-----

cantidades garantizadas en este Instrumento de Garantía.-----

If the Funds held by Lender exceed the amounts permitted to be held by applicable law,-----
Si los Fondos retenidos por el Acreedor exceden las cantidades autorizadas por ley.-----

Lender shall account to Borrowers for the excess funds in accordance with the requirements-----
el Acreedor responderá ante los Deudores por la cantidad en exceso conforme a las disposiciones---

of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay---
de ley aplicables. Si en cualquier momento, la cantidad de los fondos retenidos por el Acreedor---

the Escrow Items when due. Lender may so notify Borrower in writing, and, in such case,-----
no son suficientes para cubrir las Partidas en Plica, a su vencimiento, el Acreedor lo notificará ----

Borrowers shall pay to Lender the amount necessary to make up the deficiency.-----
por escrito los Deudores, y en cuyo caso, el Deudor pagará al Acreedor la cantidad necesaria para --

cubrir la deficiencia.-----

Borrowers shall make up the deficiency in no more than twelve monthly payments, at Lender's-----
Los Deudores subsanará la deficiencia en no más de doce plazos mensuales, únicamente a opción---



sole discretion.-----
del Acreedor.-----

Upon payment in full of all sums secured by this Security Instrument, Lender shall-----
Al completo pago de las cantidades garantizadas en este Instrumento de Garantía, el-----

promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the-----
Acreedor reembolsará prontamente al Deudor, cualquier Fondo retenido por el Acreedor. En el-----

Property after acceleration under paragraph NINTH- 22, Lender, prior to the acquisition or sale-----
evento de que el Acreedor adquiere o vende la Propiedad luego de la aceleración dispuesta en el-----

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit-----
párrafo NOVENO- 22, el Acreedor, previa la adquisición o venta de la Propiedad, utilizará-----

against the sums secured by this Security Instrument.-----
cualquier Depósito retenido por el Acreedor al momento de la adquisición o venta, como crédito --

contra las cantidades garantizadas en este Instrumento de Garantía.-----

THREE (3) Application of payments. Unless applicable law or Lender's regulations.-----
TRES (3) Aplicación de Pagos. Salvo que la ley aplicable o las reglamentaciones del Acreedor.-----

provide otherwise, all payments received by Lender under paragraph NINTH-1 and 2 shall be-----
indiquen otra cosa, todos los pagos recibidos por el Acreedor bajo el párrafo NOVENO -1 y 2 se--

applied in the following order of priority: (1) to advances for the preservation or protection of-----
aplicarán en el siguiente orden de prioridad: (1) adelantos para la preservación o protección de la--

the Property of enforcement of this lien; (2) to accrued interest due under the Note; (3) to-----
Propiedad sujeta a gravamen; (2) para intereses acumulados vencidos bajo el Pagaré; (3) para el--

principal due under the Note; (4) to amounts required for the escrow items under paragraph -----
principal adeudado bajo el Pagaré; (4) para las cantidades requeridas bajo Plica bajo el párrafo-----

NINTH-2; (5) to late charges and other fees and charges.-----
NOVENO-2; (5) para los cargos por demoras y otros cargos y estipendios -----

FOUR (4) Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines, and-----
CUATRO (4) Cargos: Gravámenes. El Deudor pagará todos los impuestos, gravámenes, cargos,--

impositions attributable to the Property which may attain priority over this Security-----
multas e imposiciones atribuibles a la Propiedad que puedan advenir prioritarias sobre este-----

Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these-----
Instrumento de Garantía y arrendamientos si alguno. El Deudor pagará estas obligaciones en la-----

obligations in the manner provided in paragraph NINTH-2, or if not paid in that manner.-----
forma dispuesta por el párrafo NOVENO-2, o de lo contrario, el Deudor las pagará a su-----

Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly-----
vencimiento a la persona a quien se le deba. El Deudor notificará puntualmente al Acreedor de-----

furnish to Lender all notices to be paid under this paragraph. If Borrower makes these payments -----
todas las cantidades a pagarse bajo este párrafo. Si el Deudor hace estos pagos directamente, el-----

directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.-----
Acreedor le expedirá puntualmente al Deudor los correspondientes recibos.-----

Borrower shall promptly discharge any lien which has priority over this Security -----
El Deudor cancelará puntualmente cualquier gravamen que tenga prioridad sobre este-----

Instrument unless Lender has agreed in writing to such lien or Borrower: -----
Instrumento de Garantía, salvo que el Acreedor haya consentido por escrito a tal gravamen; o el-----

(a) agrees in writing to the payment of the obligation secured by the lien in a manner-----
Deudor (a) consienta por escrito pagar la obligación garantizada por este gravamen en forma-----

acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of-----
aceptable al Acreedor; (b) de buena fe proteste el gravamen o se defienda contra la imposición-----

the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement-----
del gravamen en procesos legales que en la opinión del Acreedor, actúan para impedir la-----

of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender-----
imposición del gravamen; o c) obtenga un acuerdo con el tenedor del gravamen, a satisfacción-----

subordinating the lien in this Security Instrument. If Lender determines that any part-----
del Acreedor para subordinar el gravamen a este Instrumento de Garantía. Si el Acreedor-----

of the Property is subject to a lien which may attain priority over this Security-----
determina que cualquier parte de la Propiedad está sujeta a un gravamen que advenga prioritario-----



Instrument. Lender may give Borrower a notice identifying the lien.-----
a este Instrumento de Garantía, el Acreedor podrá notificar al Deudor a los efectos de identificar--

Borrower shall satisfy the lien or take one or more of the actions set forth above-----
el gravamen. El Deudor cancelará el gravamen o procederá a tomar una o más de las acciones-----

within ten (10) days of the giving of the notice.-----
previamente dispuestos dentro del plazo de diez (10) días luego de la notificación-----

Borrower shall pay to Lender such fees and other charges as may now or-----
El Deudor pagará al Acreedor aquellos estipendios que ahora o en el futuro sean-----

hereafter be required by regulations of Lender, and pay or reimburse Lender for all Lender's-----
requeridos por la reglamentación del Acreedor y le pagará o reembolsará al Acreedor todos los-----

fees, costs, and expenses in connection with any full or partial release or subordination of-----
costos, honorarios y gastos relacionados con cualquier relevo total o parcial o la subordinación-----

this instrument or any other transaction affecting the property.-----
de esta garantía o cualquier otra transacción que afecte esta Propiedad.-----

FIVE (5) Hazard or Property Insurance. Borrower shall keep the improvements now-----
CINCO (5) Seguro sobre la Propiedad o Daños. El Deudor mantendrá las mejoras existentes o-----

existing or hereafter erected on the Property insured against loss by fire, hazards include-----
las que sean construidas en la Propiedad en el futuro, aseguradas contra pérdidas ocasionadas-----

within the term "extended coverage" and any other hazards, including floods or flooding-----
por fuegos, daños incluidos dentro del término extendido de cubierta y otros daños, incluyendo-----

for which Lender requires insurance. This insurance shall be maintained in the amounts and for-----
inundaciones, para los cuales el Acreedor requiera seguro. Este seguro deberá mantenerse en-----

periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower-----
vigor con las mismas especificaciones, límites y cubiertas requeridos por el Acreedor. El Deudor-----

subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to-----
escogerá el asegurador sujeto al consentimiento del Acreedor, cuya aprobación no será denegada-----

maintain coverage described above, at Lender's option Lender may obtain coverage to protect-----
irrazonablemente. Si el Deudor incumpliere en mantener vigente la cubierta descrita-----

Lender's rights in the Property pursuant to paragraph NINTH-7.-----
anteriormente, el Acreedor puede procurarse la cubierta para proteger los derechos del Acreedor-----

sobre la Propiedad, en conformidad con lo dispuesto en el párrafo NOVENO-7.-----

All insurance policies and renewals shall be in a form acceptable to Lender and shall-----
El Acreedor entregará todas las pólizas de seguros y sus renovaciones e incluirá una-----

include a standard mortgage clause. Lender shall have the right to hold the policies and-----
cláusula convencional de hipoteca. El Acreedor tendrá derecho a poseer las pólizas y sus-----

renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid-----
renovaciones. A requerimiento del Acreedor, el Deudor puntualmente le entregará todos los-----

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice-----
recibos de pagos de primas, así como las notificaciones de renovaciones. En el evento de una-----

to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by-----
pérdida, el Deudor le notificará prontamente al asegurado y al Acreedor. El Acreedor podrá-----

Borrower.-----
hacer reclamación de pérdida si el Deudor no actúa diligentemente.-----

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be-----
Salvo pacto por escrito en contrario entre el Acreedor y el Deudor, los productos de la-----

applied to restoration or repair of the Property damaged, if the restoration or repair is-----
póliza podrán ser aplicados para restaurar o reparar los daños a la Propiedad, si la restauración o-----

economically feasible or Lender's security is not lessened. If the restoration or repair is not-----
reparación es viable económicamente y no se afecta la garantía del Acreedor. Si la restauración o-----

economically feasible or Lender's security would be lessened, the insurance proceeds shall be-----
reparación no es económicamente viable, o si se afecta la garantía del Acreedor, el producto de-----

applied to the sums secured by this Security Instrument, whether or not then due.-----
la póliza será aplicado al pago de las sumas garantizadas por este Instrumento de Garantía-----

with any excess paid to Borrower. If Borrower abandons the Property, or does not answer-----
aunque estén vencidos o no, y cualquier sobrante será pagadero al Deudor. Si el-----



within thirty (30) days a notice from Lender that the insurance carrier has offered to settle-----
Deudor abandona la Propiedad, o no contesta dentro del término de treinta (30) días la -----

a claim, then Lender may collect the insurance proceeds.-----
notificación del Acreedor sobre una oferta de transacción presentada por el asegurador, el-----

Acreedor podrá cobrar el producto de la póliza.-----

Lender may use the proceeds to repair or restore the Property or to pay sums secured-----
El Acreedor podrá utilizar el producto de la póliza para restaurar o reparar la Propiedad o para-----

by this Security Instrument, whether or not then due. The thirty (30) day period will begin-----
pagar las sumas garantizadas por este Instrumento de Garantía estén o no vencidas estas sumas. ---

when the notice is given.-----
El período de treinta días comenzará cuando se entregue la notificación.-----

Unless Lender and Borrower otherwise agree in writing, any application of the proceeds-----
Salvo pacto por escrito en contrario entre el Acreedor y el Deudor, cualquier aplicación-----

to principal shall not extend or postpone the due date of the monthly payments referred to-----
del producto al principal, no tendrá el efecto de extender ni posponer la fecha de vencimiento, ni---

in paragraph NINTH-1 and 2 or change the amount of the payments. If after acceleration the-----
la cantidad de los pagos mensuales referidos en el párrafo NOVENO-1 y 2, ni de cambiar la -----

Property is acquired by Lender, Borrower's right to any insurance policies and proceeds-----
cantidad de los pagos. Si después de la aceleración, la Propiedad es adquirida por el Acreedor, el---

resulting from damage to the Property prior to the acquisition shall pass to Lender to the-----
derecho del Deudor al producto de las pólizas de seguro resultante del daño a la Propiedad antes --

extent of the sums secured by this Security Instrument immediately prior to the-----
de la adquisición, pasará al Deudor, hasta el monto de las cantidades garantizadas por este-----

acquisition.-----
Instrumento de Garantía inmediatamente antes de la adquisición.-----

SIX (6) Preservation, Maintenance, and Protection of the Property, Borrower's Loan-----
SEIS (6) Conservación, Mantenimiento y Protección de la Propiedad.-----

Application: Leascholds-----
Solicitud de Préstamo del Deudor: Arrendamientos-----

Borrower shall not destroy, damage or impair the Property, allow the Property-----
El Deudor no destruirá, dañará ni menoscabará la Propiedad, ni permitirá su-----

deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in-----
deterioro ni ruina. El Deudor mantendrá todos las mejoras en buen estado y realizará todas las---

good repair and make repairs required by Lender. Borrower shall comply with all laws,-----
reparaciones que requiera el Acreedor. El Deudor cumplirá con todas las leyes, ordenanzas y-----

ordinances and regulations affecting the Property. Borrower shall be in default if any-----
reglamentos que afectan la Propiedad. El Deudor incurrirá en incumplimiento en caso de que se---

forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith-----
inste cualquier procedimiento civil o criminal o acción de ejecución que en el juicio de buena fe---

judgement could result in forfeiture of the Property or otherwise materially impair the lien-----
del Acreedor pueda tener como resultado la ejecución de la Propiedad o pueda afectar-----

created by this Security Instrument or Lender's security interest. Borrower may-----
materialmente el gravamen creado por este Instrumento de Garantía o el interés del Acreedor en ---

esta Garantía.-----

cure such a default by causing the action or proceeding to be dismissed with a ruling that, in-----
El Deudor podrá subsanar el incumplimiento llevando un procedimiento de acción de-----

Lender's good faith determination, precludes forfeiture of the Borrower's interest in the-----
desestimación, cuya determinación, que a juicio de buena fe del Acreedor, evite la ejecución del---

Property or other material impairment of the lien created by this Security Instrument or-----
interés del Deudor en la Propiedad o que afecte materialmente el gravamen creado a favor del ---

Lender's security interest. Borrower shall also be in default if Borrower, during the loan-----
Acreedor por este Instrumento de Garantía. El Deudor incurrirá en incumplimiento si el Deudor, --

application process, gave materially false or inaccurate information or statements to Lender-----



durante el proceso de solicitud del préstamo, suministró información o afirmaciones incorrectas --

(or failed to provide Lender with any material information) in connection with the loan-----
o materialmente falsas al Acreedor, (u omitió someter información material al Acreedor) -----
evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with-----
relacionada con el préstamo evidenciado por el pagaré. Si el Instrumento de Garantía es sobre-----

all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold-----
un arrendamiento, el Deudor cumplirá con todas las disposiciones del contrato de arrendamiento. --

and the fee title shall not merge unless Lender agrees to the merger in writing.-----
Si el Deudor adquiere títulos en pleno dominio de la Propiedad, no adquirirá dominio hasta tanto--

el Acreedor consienta por escrito.-----

SEVEN (7) Protection of Lender's Rights in the Property-----

SIETE (7) Protección de los Derechos del Acreedor a la Propiedad-----

If Borrower fails to perform the covenants and agreements contained in this Security-----
Si el Deudor no cumple con todas las convenios y acuerdos contenidos en este Instrumento de-----

Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the-----
Garantía, o si se insta un procedimiento legal que pueda afectar significativamente el derecho-----

Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to-----
del Acreedor a la Propiedad, tales como (procedimiento de quiebra, validación testamentaria, -----

enforce laws or regulations), then Lender may do and pay for whatever is necessary to-----
expropiación, ejecución o para cumplimiento de leyes y reglamentos), el Acreedor podrá.-----

protect the value of the Property and Lender's rights in the Property.-----
aunque no viene obligado, tomar acción y pagar lo que sea necesario para proteger el valor de la--

Propiedad y los derechos del Acreedor en la Propiedad.-----

Lender's actions may include paying any sums secured by a lien, which has priority over this-----
Las acciones del Acreedor pueden incluir el pago de cualquier suma asegurada por un gravamen--

Security Instrument, appearing in court, paying reasonable attorney's fees and entering on-----
con prioridad sobre esta Hipoteca, comparecer a corte, pagar honorarios de abogado razonables --

the Property to make repairs. Although Lender may take action under this paragraph NINTH-7,---
y realizar reparaciones a la Propiedad. A pesar de que el Deudor puede tomar acción bajo este ----

Lender is not required to do so.-----

párrafo NOVENO-7, no está obligado a hacerlo.-----

Any amounts disbursed by Lender under this paragraph NINTH-7 shall become additional-----
Todas las sumas desembolsadas por el Acreedor bajo este párrafo NOVENO-7, constituirán una--

debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to-----
deuda adicional para el Deudor, garantizadas por este Instrumento de Garantía. Salvo que el -----

other terms of payment, these amounts shall bear interest from the date of the disbursement at-----
deudor y el Acreedor acuerden otros términos de pago, estas cantidades devengarán intereses -----

the Note rate and shall be payable, with interest, upon notice from Lender to Borrower-----
desde la fecha del desembolso al tipo de interés pactado en el Pagaré y serán pagaderos con-----

requesting payment.-----

interés a requerimiento de pago del Acreedor.-----

EIGHT (8) Refinancing-----

OCHO (8) Refinanciamiento-----

If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a-----
Si en cualquier momento, el Acreedor entiende que el Deudor puede obtener un préstamo de una--

responsible cooperative or private credit source, at reasonable rates and terms for loans-----
cooperativa responsable o fuentes de crédito privadas a unos tipos de términos de préstamo -----

for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan-----
razonables para propósitos similares, el Deudor, a solicitud del Acreedor, deberá solicitar -----

in sufficient amount to pay the note and any indebtedness secured hereby in full.-----
y aceptar tal préstamo en cantidad suficiente para saldar el Pagaré y cualquier deuda garantizada.--

NINE (9) Inspection-----

NOVENA (9) Inspección-----

Lender or its agents may make reasonable entries upon and inspections of the-----



El Acreedor o su representante autorizado podrá realizar inspecciones razonables de la-----

Property. Lender shall give Borrower notice at the time of or prior to an inspection-----
 Propiedad con notificación previa al momento de la inspección, especificando la razón de tal-----
 specifying reasonable cause for the inspection.-----
 inspección.-----

TEN (10) Condemnation-----

DIEZ (10) Expropiación-----

The proceeds of any award or claim for damages, direct or consequential, in connection-----
 El producto de cualquier sentencia o cualquier reclamación de daño directo o causados-----

with any condemnation or other taking of any part of the Property, or for conveyance in lieu of-----
 por expropiación total o parcial de la Propiedad o dación en pago por la presente son cedidos y-----

condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of-----
 serán pagaderos al Acreedor. En caso de la expropiación total de la Propiedad, el producto de la-----

Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether-----
 sentencia será aplicado a la suma total garantizada por este Instrumento de Garantía, esté o no-----

or not due, with any excess paid to Borrower. In the event of a partial taking of the Property-----
 vencida y cualquier sobrante será pagadero al Deudor. En caso de una expropiación parcial de la-----

in which the fair market value of the Property immediately before the taking is equal to or-----
 Propiedad cuando el valor razonable de la Propiedad en el mercado inmediatamente antes de la-----

greater than the amount of the sums secured by this Security Instrument immediately before-----
 expropiación sea igual o mayor que la suma de las cantidades garantizadas por este Instrumento-----

the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this-----
 de Garantía o inmediatamente antes de la expropiación, y salvo pacto por escrito en contrario,-----

Security Instrument shall be reduced by the amount of the proceeds multiplied by the following-----
 las sumas garantizadas por este Instrumento de Garantía se reducirán por la cantidad del-----

fraction: (a) the total amount of the sums secured immediately before the taking divided by-----
 producto multiplicado por la siguiente fracción (a) la suma total de las cantidades aseguradas-----

(b) the fair market value of the Property immediately before the taking.-----
 inmediatamente antes de la expropiación divididas entre (b) el valor razonable del mercado de la-----

Propiedad inmediatamente antes de la expropiación.-----

Any balance shall be paid to Borrower. In the event of partial taking of the Property in which the-----
 Cualquier sobrante será pagadero al Deudor. En el caso de una expropiación parcial de una-----

fair market value of the Property immediately before the taking is less than the amount of the-----
 Propiedad en que el valor razonable en el mercado de la Propiedad inmediatamente antes de la-----

sums secured hereby immediately before the taking, unless Borrower and Lender-----
 expropiación sea menor que la suma de las cantidades garantizadas inmediatamente antes de la-----

otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be-----
 expropiación y salvo pacto por escrito en contrario entre el Deudor y el Acreedor, o por-----

applied to the sums secured by this Security Instrument whether or not the sums-----
 disposición de ley aplicable en contrario, el producto de la sentencia será aplicado a las sumas-----

are then due.-----
 garantizadas por este Instrumento de Garantía aunque no estén vencidas.-----

If Property is abandoned by Borrower, or if, after notice by Lender to Borrower that-----
 Si la Propiedad es abandonada por el Deudor, o si luego del Deudor haber recibido-----

the condemnor offers to make an award or settle a claim for damages, Borrower-----
 notificación del Acreedor, a los efectos de que el expropiante ha hecho una oferta de sentencia o-----

fails to respond within thirty (30) days after the date the notice is given, Lender is-----
 para transigir la reclamación de daños, el Deudor no responde dentro del término de 30 días del-----

authorized to collect and apply the proceeds, at its option, either to the restoration or-----
 término de la notificación, el Acreedor, por la presente queda autorizado a cobrar y a aplicar-----

repair of the Property or to the sums secured by this Security Instrument, whether or-----
 dichas sumas a su opción, a restaurar o reparar la Propiedad, o como abono a las sumas-----

not then due. Unless Lender and Borrower otherwise agree in writing, any application-----
 garantizadas por este Instrumento de Garantía estén o no vencidas. Salvo pacto por escrito en-----

of proceeds to principal shall not extend or postpone the due date of the monthly-----



to Lender's address stated herein or any other address Lender designates by notice to-----
 Acreedor será mediante correo regular a la dirección del Acreedor aquí indicada o cualquier otra---

Borrower. Any notice provided for in this Security Instrument shall be deemed to have-----
 dirección que el Acreedor designe por notificación al Deudor. Cualquier notificación requerida---

been given to Borrower or Lender when given as provided in this paragraph.-----
 por este Instrumento de Garantía se considerará hecha al Deudor o Acreedor según dispuesto en---

 este párrafo.-----

FOURTEEN (14) Governing Law; Severability-----
 CATORCE (14) Ley Aplicable; Separabilidad-----

This Security Instrument shall be governed by federal law. In the event that any-----
 Este Instrumento de Garantía se regirá por la Ley Federal. En caso de que cualquier-----

provision or clause of this Security Instrument or the Note conflicts with applicable law.-----
 disposición o cláusula de este Instrumento de Garantía o del Pagaré confligan con la ley-----

such conflict shall not affect other provisions of this Security Instrument or the Note which-----
 aplicable, dicha conflicción no afectará otras disposiciones de este Instrumento de Garantía o del---

can be given effect without the conflictive provision. To this end, the provisions of this Security-----
 Pagaré que puedan ponerse en vigor sin dicha disposición conflictiva. A estos fines, todas las-----

Instrument and the Note are declared to be severable. This instrument shall be subject to the-----
 disposiciones de este Instrumento de Garantía o del Pagaré se declaran separables. Este-----

present regulations of Lender, and to its future regulations not inconsistent with the-----
 Instrumento de Garantía estará sujeto a los reglamentos del Acreedor vigentes al presente o en el---

express provisions hereof. All powers and agencies granted in this instrument are coupled-----
 futuro que no sean inconsistentes con las disposiciones del mismo. Todos los poderes-----

with an interest and are irrevocable by death or otherwise; and the rights and remedies-----
 concedidos en este Instrumento de Garantía conllevan interés y son irrevocables por causa de-----

provided in this instrument are cumulative to remedies provided by law.-----
 muerte o cualquier otra causa; y los derechos y remedios dispuestos en este Instrumento de -----

 Garantía podrán ser acumulados a los remedios dispuestos por ley.-----

FIFTEEN (15) Borrower's Copy. Borrower acknowledges receipt of one-----
 QUINCE (15) Copia del Deudor. El Deudor acusa recibo de copia del-----

conformed copy of the Note and of this Security Instrument.-----
 Pagaré y de este Instrumento de Garantía.-----

SIXTEEN (16) Transfer of the Property or a Beneficial Interest in Borrower. If all-----
 DIECISEIS (16) Traspaso de la Propiedad o Interés Beneficiario del Deudor. Si -----

or any part of the Property or any interest in it is leased for a term greater than three (3)-----
 todo o parte de la Propiedad o cualquier interés en ésta está arrendado por un término-----

years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in-----
 mayor de 3 años con opción a compra, vendida o transferida (o si se vende o transfiere un-----

Borrower is sold or transferred and Borrower is not a natural person) without Lender's-----
 interés beneficiario en el Deudor y el Deudor no es una persona natural) sin el-----

prior written consent. Lender may, at its option, require immediate payment in full-----
 consentimiento previo y escrito del Acreedor, el Acreedor podrá, a su opción, requerir el-----

of all sums secured by this Security Instrument.-----
 pago inmediato de todas las cantidades garantizadas por este Instrumento de Garantía-----

SEVENTEEN (17) Nondiscrimination-----
 DIECISIETE (17) No discriminación-----

If Borrower intends to sell or rent the Property or any part of it and has obtained-----
 Si el Deudor tiene intención de vender o arrendar la Propiedad en todo o en parte y ha-----

Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower,-----
 obtenido el consentimiento del Acreedor; (a) ni el Deudor ni ninguna persona autorizada para-----

will refuse to negotiate for the sale or rental of the Property, or will otherwise make-----
 representar al Deudor podrá recusarse a negociar la venta o arrendamiento de la Propiedad o la---

unavailable or deny the Property to anyone because of race, color, religion, sex, national origin,-----
 hará inaccesible o negarle la Propiedad a ninguna persona por razón de raza, color, religión,-----



handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims-----
 sexo, nacionalidad, incapacidad, edad o estado civil y (b) el Deudor reconoce que es ilegal y por-----
 and will not comply with or attempt to enforce any restrictive covenants on dwelling-----
 la presente rechaza y se obliga a no cumplir ni poner en vigor condición restrictiva alguna en una-----

relating to race, color, religion, sex, national origin, handicap, age or familial status-----
 vivienda relacionada a raza, color, religión, sexo, nacionalidad, incapacidad, edad o estado civil-----

EIGHTEEN (18) Sale of Note; Change of Loan Servicer-----
 DIECIOCHO (18) Venta del Pagaré. Cambio de Proveedor de Préstamo-----

The Note or a partial interest in the Note (together with this Security Instrument)-----
 El Pagaré o cualquier interés parcial en el Pagaré (incluyendo este Instrumento de-----

may be sold one or more times without prior notice to Borrower. A sale may result in a change-----
 Garantía) pueden venderse una o más veces sin el consentimiento previo del Deudor. Esta venta-----

in the entity (known as the "Loan Servicer") that collects monthly payments due under-----
 puede tener como resultado un cambio en la entidad conocida como Proveedor de Préstamo que-----

the Note and this Security Instrument. There also may be one or more changes of the Loan-----
 cobra los pagos mensuales vencidos bajo el Pagaré y esta Hipoteca. También pueden darse-----

Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower-----
 uno o más cambios de Proveedor de Préstamo no relacionados al Pagaré. En caso de ocurrir un-----

will be given written notice of the change in accordance with paragraph 13 above-----
 cambio de Proveedor de Préstamo, el Deudor recibirá notificación escrita del cambio de acuerdo-----

and applicable law. The notice will state the name and address of the new Loan Servicer-----
 a lo dispuesto en el párrafo 13 y la ley aplicable. Esta notificación incluirá el nombre y la-----

and the address to which payments should be made-----
 dirección del nuevo Proveedor de Préstamo y la dirección donde deben enviarse los pagos-----

NINETEEN (19) Uniform Federal Non-Judicial Foreclosure-----
 DIECINUEVE (19) Ejecución Judicial Federal Uniforme-----

If a uniform federal non-judicial foreclosure law applicable to foreclosure of-----
 En caso de adoptarse una ley federal uniforme para ejecuciones extra judiciales extensiva-----

this security instrument is enacted, Lender shall have the option to foreclose this-----
 a la ejecución de este Instrumento de Garantía, el Acreedor tendrá la opción de ejecutar este-----

instrument in accordance with such federal procedure-----
 Instrumento de Garantía de conformidad con dichos procedimientos federales-----

TWENTY (20) Hazardous Substances-----
 VEINTE (20) Sustancias Peligrosas-----

Borrower shall not cause or permit the presence, use, disposal, storage or release of-----
 El Deudor no causará ni permitirá la presencia, uso, disposición, almacenaje o descarga de-----

any hazardous substances on or in the Property. The preceding sentence shall not apply to-----
 sustancias peligrosas en la Propiedad. Esta disposición no aplicará a la presencia, uso o-----

the presence, use, or storage on the Property of small quantities of hazardous substances that-----
 almacenaje en la Propiedad de pequeñas cantidades de sustancias peligrosas que generalmente-----

are generally recognized to be appropriate to normal residential uses and to maintenance of the-----
 se reconocen como apropiadas para el uso normal de una residencia y el mantenimiento de la-----

Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property-----
 Propiedad. El Deudor no hará ni permitirá que nadie haga ningún acto que afecte la Propiedad o-----

that is in violation of any federal, state, or local environmental law or regulation-----
 que constituya una violación de una ley, reglamento ambiental federal, estatal o local-----

Borrower shall promptly give Lender written notice of any investigation, claim,-----
 El Deudor notificará por escrito al Acreedor de cualquier investigación, reclamación-----

demand, lawsuit or other action by any government or regulatory agency or-----
 requerimiento, demanda o cualquier otra acción instada por una agencia reguladora o-----

private party involving the Property and any hazardous substance or-----
 gubernamental o persona particular relacionada a la Propiedad o la presencia de cualquier-----

environmental law or regulation which Borrower has actual knowledge-----
 sustancia peligrosa o violaciones a la ley o reglamento ambiental de los cuales el Deudor tenga-----

conocimiento-----



If Borrower learns, or is notified by any government or regulatory authority, that-----
 En caso del Deudor enterarse o recibir notificación de cualquier autoridad gubernamental a los-----
 any removal or other remediation of any hazardous substance affecting-----
 efectos de que es necesario remover o remediar la presencia de sustancias peligrosas de la-----

the Property is necessary, Borrower shall promptly take all necessary remedial actions in-----
 Propiedad, el Deudor deberá inmediatamente tomar todas las medidas remediales necesarias de-----

accordance with applicable environmental law and regulations.-----
 conformidad con las leyes y reglamentos ambientales aplicables.-----

As used in this paragraph, "hazardous substances" are those substances defined as-----
 El término "sustancia peligrosa" utilizado en este párrafo significa aquellas sustancias-----

toxic or hazardous substances by environmental law and the following substances:-----
 definidas como sustancias tóxicas o peligrosas en la Ley Ambiental incluyendo las siguientes-----

gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and-----
 sustancias: gasolina, keroseno, otros productos de petróleo tóxicos e inflamables, pesticidas-----

herbicides, volatile solvents, materials containing asbestos or formaldehyde, and-----
 tóxicos y herbicidas, solventes volátiles, materiales que contengan asbesto o formaldehído y-----

radioactive materials. As used in this paragraph, "environmental law" means federal laws and-----
 materiales radioactivos. El término Ley Ambiental significa las leyes y reglamentos federales y a-----

regulations and laws and regulations of the jurisdiction where the Property is located that relate---
 las leyes y reglamentos de la jurisdicción donde esté localizada la Propiedad relacionadas a la-----

to health, safety or environmental protection.-----
 salud, seguridad o protección ambiental.-----

TWENTY ONE (21) Cross Collateral-----
 VEINTIUNO (21) Colateral-----

Default hereunder shall constitute default under any other real estate-----
 Cualquier incumplimiento bajo los términos de este contrato será considerado un-----

security instrument held by Lender and executed or assumed by Borrower, and-----
 incumplimiento bajo cualquier otro Instrumento de Garantía a favor del Acreedor otorgada o-----

default under any other such security instrument shall constitute default hereunder.-----
 asumida por el Deudor y cualquier incumplimiento bajo ese otro Instrumento de Garantía será-----

considerado como incumplimiento bajo éste.-----

TWENTY TWO (22) NON-UNIFORM COVENANTS. Borrower and Lender further covenant---
 VEINTIDOS (22) ACUERDOS NO UNIFORMES. El Deudor y el Acreedor acuerdan y-----

and agree as follows.-----
 convienen lo siguiente:-----

SHOULD DEFAULT occur in the performance or discharge of any obligation in this-----
 EN EL CASO DE incumplimiento en la ejecución y descargo de las obligaciones bajo-----

instrument or secured by this instrument or should the parties named as Borrower die or be-----
 este Instrumento o Garantía o en el caso de que la parte designada como Deudor muera o sea-----

declared incompetent, or should any of the parties named as Borrower be discharged in-----
 declarada incapaz, o en el caso de cualquiera de las partes designada como Deudor sea declarada-----

bankruptcy or declared an insolvent, or make an assignment for the benefit of-----
 insolvente o reciba descargo de sus obligaciones en quiebra o hiciera una cesión en beneficio de-----

creditors. Lender, at its option, with or without notice, may: (a) declare the entire amount-----
 sus acreedores, el Acreedor, a su opción, con o sin notificación previa podrá: (a) declarar-----

unpaid under the note and any indebtedness to Lender hereby secured immediately due and-----
 vencida y pagadera la totalidad de la cantidad adeudada bajo el Pagaré y cualquier otra deuda al-----

payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or-----
 Acreedor aquí garantizada; (b) a nombre del Deudor incurrir y pagar cualquier gasto razonable-----

maintenance of and take possession of, operate or rent the Property, (c) upon application-----
 para reparaciones y mantenimiento, tomar posesión, operar o arrendar la Propiedad; c) solicitar-----

by it and production of this instrument, without other evidence and without notice of hearing-----
 en virtud de este Instrumento, sin necesidad de otra evidencia ni notificación ni audiencia-----

of said application, have a receiver appointed for the Property, with the usual powers of law, and-----
 relacionada a dicha solicitud, el nombramiento de un síndico para la Propiedad con todos los-----



receivers in such cases, (d) foreclose this instrument as provided herein or by-----
 poderes usuales concedidos a tales síndicos en estos casos: (d) ejecutar esta garantía según aquí-----

(e) enforce any and all other rights and remedies provided herein or by present or future laws-----
 previsto o dispuesto por ley; (e) poner en vigor y reclamar todos y cualesquiera otros derechos y-----

(f) that for the purpose of the first auction to be held in case-----
 remedios aquí provistos o dispuestos en la leyes vigentes o futuras aplicables al caso. (f) para -----

of foreclosure of this mortgage, in conformity with the mortgage law, as amended,-----
 de que sirva de tipo a la primera subasta que deberá celebrarse en caso ejecución de esta-----

mortgagor does hereby appraise the mortgaged properties in the principal amount mentioned in
 hipoteca, de conformidad con la ley hipotecaria, según enmendada el deudor hipotecario por la-----

paragraph FIFTH,-----
 presente tasa los bienes hipotecados en la suma de principal mencionada en el párrafo QUINTO.

(g) Mortgagor hereby waives the requirements of law and agrees to be-----
 (g) El deudor hipotecario por la presente renuncia al trámite de requerimiento-----

considered in default without the necessity of any notification of default or demand for payment--
 y se considerará en mora sin necesidad de notificación alguna por parte-----

on the part of mortgagee. This mortgage is subject to the rules and regulations of the-----
 del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos del Servicio Agrícola-----

Farm Service now in effect, and to its future regulations-----
 ahora en vigor y a futuros reglamentos-----

non inconsistent with the provisions of this mortgage, as well as to the-----
 no inconsistentes con los términos de esta hipoteca, así como también sujeta a-----

laws of the Congress of the United States of America authorizing the making and-----
 las leyes del Congreso de Estados Unidos de America que autorizan la asignación-----

insuring of the loan herein before mentioned.-----
 y aseguramiento del préstamo antes mencionado-----

(h) The amounts guaranteed by this mortgage are as follows:-----
 (h) Las cantidades garantizadas por esta hipoteca son las siguientes:-----

One: At all times when the note mentioned in paragraph THIRD of-----
 Uno: En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de-----

this mortgage is held by mortgagee, or in the event mortgagee-----
 esta hipoteca sea poseída por el acreedor hipotecario o en caso que el acreedor-----

should assign this mortgage without insurance of the note.-----
 hipotecario cediere esta hipoteca sin asegurar el pagaré:-----

EIGHTY THOUSAND DOLLARS (\$80,000.00) -----
 OCHENTA MIL DÓLARES (\$80,000.00)-----

the principal amount of said note, together with interest as stipulated therein at the rate of-----
 del principal de dicho pagaré, con sus intereses según estipulados a razón del-----

THREE POINT ONE TWENTY FIVE PERCENT (3.125%) PER ANNUM: -----
 TRES PUNTO UNO VEINTICINCO PORCIENTO (3.125%) ANUAL: -----

Two: At all times when said note is held by an insured lender:-----
 Dos: En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:-----

(A) EIGHTY THOUSAND DOLLARS (\$80,000.00) -----
 (A) OCHENTA MIL DÓLARES (\$80,000.00)-----

for indemnifying the mortgagee for advances to the insured lender-----
 para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado-----

by reason of mortgagor's failure to pay the installments as-----
 por motivo del incumplimiento del deudor hipotecario de pagar los plazos según-----

specified in the note, with interest as stated in paragraph NINTII, Three: -----
 se especifica en el pagaré, con intereses según se especifica en párrafo NOVENO, Tres: -----

(B) ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) -----
 (B) CIENTO VEINTE MIL DÓLARES (\$120,000.00)-----

for indemnifying the mortgagee further against any loss it might-----
 para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda-----

sustain under its insurance of payment of the note;-----
 sufrir bajo su seguro de pago del pagaré-----



Four: In any event and at all times whatsoever;-----
 Cuatro: En cualquier caso y en todo tiempo;-----

(A) THIRTY TWO THOUSAND DOLLARS (\$32,000.00) for default interest;-----
 (A) TREINTA Y DOS MIL DÓLARES (\$32,000.00) para intereses después de mora;-----

(B) SIXTEEN THOUSAND DOLLARS (\$16,000.00) -----
 (B) DIECISEIS MIL DÓLARES (\$16,000.00) -----

for taxes, insurance and other advances for the preservation;-----
 para contribuciones, seguro y otros adelantos para la conservación;-----

and protection of this mortgage, with interest at the rate stated in paragraph FIFTH. -----
 y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo QUINTO. -----

(C) EIGHT THOUSAND DOLLARS (\$8,000.00) -----
 (C) OCHO MIL DÓLARES (\$8,000.00) -----

for costs, expenses and attorney's fees in case of foreclosure. -----
 para costas, gastos y honorarios de abogado en caso de ejecución. -----

(D) EIGHT THOSAND DOLLARS (\$8,000.00) -----
 (D) OCHO MIL DÓLARES (\$8,000.00) -----

for costs and expenditures incurred by the mortgagee in proceedings to defend its -----
 para costas y gastos que incurriere el acreedor hipotecario en procedimientos para defender sus-----

interests against any other person interfering with or contesting the right of possession of -----
 intereses contra cualquier persona que intervenga o impugne el derecho de posesión del deudor -----

mortgagor to the property.-----
 hipotecario a los bienes.-----

TWENTY THREE (23) The proceeds of foreclosure sale shall be applied in the following order --
 VEINTITRES (23) El producto de la venta en ejecución será aplicado en el siguiente orden:-----

in the payment of: (a) costs and expenses incident to enforcing or complying with the-----
 (a) el costo de los gastos incidentales u poner en vigor y a hacer cumplir las disposiciones aquí-----

provisions hereof, (b) any prior liens required by law or a competent court to be so paid,-----
 provistas; (b) el pago de todos los gravámenes anteriores según lo requiera la ley o un Tribunal-----

(c) the debt evidenced by the note and all indebtedness to Lender secured hereby,-----
 competente; c) el pago de la deuda evidenciada por el Pagaré y toda la deuda al Acreedor aquí-----

(d) inferior liens of record required by law or a competent court to be so paid,-----
 garantizada; (d) el pago de todo gravamen inscrito posterior según lo requiera la ley o un-----

(e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any-----
 Tribunal competente; (e) a opción del Acreedor, el pago de otras deudas del Deudor al Acreedor;-----

balance to Borrower. At foreclosure or other sale of all or any part of the-----
 (f) cualquier sobrante se le pagará al Deudor. Al momento de la ejecución de toda o parte de la-----

Property. Lender and its agents may bid and purchase as a stranger and may pay-----
 Propiedad, el Acreedor y su representante podrán licitar y comprar como cualquier extraño en-----

Lender's share of the purchase price by crediting such amount on any debts of Borrower-----
 dicha subasta y podrá pagar el precio de venta correspondiente al Acreedor acreditando las-----

owing to Lender, in the order prescribed above.-----
 cantidades de cualquier deuda del Acreedor al Deudor anteriormente dispuestas.-----

TWENTY FOUR (24) Borrower agrees that Lender will not be bound by any present or future-----
 VEINTICUATRO (24) El Deudor acuerda que el Acreedor no tendrá que cumplir con ninguna-----

State laws, (a) providing for valuation, appraisal or exemption of the Property, (b) prohibiting-----
 ley estatal vigente o futura (a) que tenga disposiciones sobre valor, tasación o exención de la-----

maintenance of an action for a deficiency judgement or limiting the amount thereof or-----
 Propiedad (b) que prohíba instar una acción para el recobro de la deficiencia de una sentencia o-----

the time within which such action must be brought, (c) prescribing any other statute of-----
 que limite la cantidad dispuesta o el término para instar tal acción; c) que disponga cualquier-----

limitations, (d) allowing any right of redemption or possession following any foreclosure sale,-----
 otro tipo de limitación estatutaria, (d) que permita o conceda un derecho de redención o posesión-----

or (e) limiting the conditions which Lender may by regulation impose, including the-----
 después de una venta por ejecutar o (e) que limite las condiciones que un Acreedor pueda-----



interest rate it may charge, as a condition of approving a transfer of the-----
imponer por reglamento incluyendo que el tipo de interés se pueda modificar como una-----

Property to a new Borrower. Borrower expressly waives the benefit of any such state laws.-----
condición para aprobar el traspaso de una propiedad a otro deudor. El Deudor representante-----

Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate.-----
renuncia al beneficio de cualquier ley estatal de esa naturaleza. El Deudor rinde renuncia y -----

of descent, dower, and curtesy.-----
traspasa todos los derechos inchoados o consumados relativos a descendencia, dote y de nobleza.---

TWENTY FIVE (25) Attorneys' Fees-----
VEINTICINCO (25) Honorarios de Abogado-----

As used in this Security Instrument and the Note, "attorneys' fees" shall-----
El término honorarios de abogado según se utiliza en este Instrumento de Garantía y-----

include any attorneys' fees awarded by an appellate court.-----
Pagará incluirá cualesquiera honorarios de abogado concedidos por un Tribunal Apelativo.-----

TWENTY SIX (26) Release-----
VEINTISEIS (26) Relieve-----

Upon payment of all sums secured by this Security Instrument, Lender shall-----
Luego del pago de todas las sumas garantizadas por este Instrumento, el Acreedor deberá-----

release this Security Instrument without charge to Borrower. Borrower shall pay any-----
entregar este instrumento de garantía al Deudor sin cargo alguno. El Deudor pagará todos los-----

recording costs.-----
gastos de inscripción en el Registro de la Propiedad.-----

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants-----
AL SUSCRIBIR, el Deudor acepta y acuerda cumplir los términos y convenios contenidos en-----

contained in pages 1 through 18 of this Security Instrument and any rider executed by-----
las páginas 1 a la 18 de este Instrumento de Garantía y de toda cláusula adicional otorgada por el---

Borrower and recorded with this Security Instrument.-----
Deudor e inscrito con este Instrumento de Garantía.-----

TENTH: The mortgagor agrees and obligates himself to move-----
DÉCIMO : El deudor hipotecario se compromete y se obliga a mudarse-----

and occupy the property object of this deed within the following sixty-----
y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta-----

days from the date of final inspection, and in the event of unforeseen circumstances-----
días a partir de la fecha de la inspección final; y en caso de circunstancias imprevistas-----

beyond his control which would impede him to do so, he will-----
fuera del control del deudor hipotecario que le impidiera mudarse, este lo-----

notify in writing to the Farm Service Manager.-----
notificará por escrito al Gerente de Servicio Agrícola.-----

ELEVENTH: All improvement, construction or building constructed-----
UNDÉCIMO: Toda mejora, construcción o edificación que se construya-----

on said farm(s) during the term herein before referred to, must be made with the previous-----
en dicha finca durante la vigencia antes mencionada deberá ser construida previa-----

consent in writing of mortgagee in accordance with present regulations-----
autorización por escrito del acreedor hipotecario conforme a los reglamentos presentes-----

or future ones that may be promulgated pursuant to the federal and local laws not inconsistent or --
y aquellos futuros que se promulgaran de acuerdo a las leyes federales y locales no inconsistentes o

incompatible with the present laws which govern these types of loans.-----
incompatibles con las leyes actuales que gobiernan estos tipos de préstamos.-----

TWELFTH: The mortgaged properties in this deed are used exclusively for agricultural purposes.
DUODÉCIMO: La fincas hipotecadas en esta escritura serán utilizadas exclusivamente para fines --

so no distribution of the mortgage responsibility has been established in case of foreclosure and the
agrícolas; no se dividen las cargas hipotecarias por la cual responden para fines de subasta por ser--



term of the loan is twenty (20) years -----
el préstamo una agrícola y con vencimiento de veinte (20) años. -----

-----ACCEPTANCE-----
-----ACEPTACIÓN-----

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----
El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez-----

I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----
Yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----

So they say and execute before me, the authorizing Notary, the appearing party (parties)-----
Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)-----

without demanding the presence of witnesses after waiving his (their) right to do so of which-----
sin requerir la presencia de testigos después de renunciar su derecho a ello del que-----

I advised him (them).-----
le(s) advertí.-----

After this deed was read by the appearing party (parties) he (they) ratify its-----
Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)-----

contents, place(s) his (their) initials on each of the folios of this deed-----
en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura-----

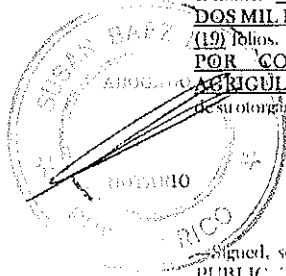
including the last one, and all sign before me, the authorizing Notary who GIVES FAITH-----
incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY FE-----

to everything contained in this deed.-----
de todo el contenido de esta escritura.-----



—Firmado, signado, rubricado y sellado por mí, SUSAN BÁEZ DIXON, NOTARIO PÚBLICO. Hay cancelados los correspondientes sellos de rentas internas e impuesto notarial y debidamente estampadas las iniciales de los comparecientes, en todos y cada uno de los folios de su original, quienes además firmaron el último folio.

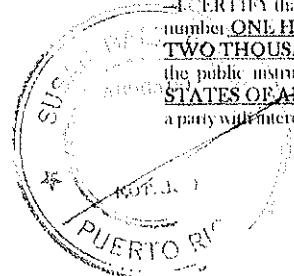
—CERTIFICO que la que precede es PRIMERA copia fiel y exacta de su original, que bajo el número CIENTO VEINTIOCHO (128) DEL NUEVE (9) DE NOVIEMBRE DEL DOS MIL DOCE (2012) obra en mi protocolo corriente, la cual consta de DIECINUEVE (19) folios. Para entregar a LOS ESTADOS UNIDOS DE AMÉRICA, ACTUANDO POR CONDUCTO DE LA ADMINISTRACIÓN DE HOGARES DE AGRICULTORES, como parte interesada, expido la presente copia certificada el día de su otorgamiento. DOY FE.



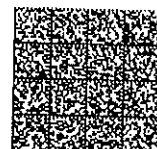
NOTARIO PÚBLICO

—Signed, sealed, flourished and rubricated by me, SUSAN BÁEZ DIXON, NOTARY PUBLIC. The corresponding Internal Revenue and Notary Tax Stamps have been cancelled, and the appearing parties have affixed their initials on each and every page of the original, as well as signed the last page.

—I CERTIFY that the preceding is the FIRST true and accurate copy of its original that under number ONE HUNDRED TWENTY EIGHT (128), DATED NOVEMBER NINE (9), TWO THOUSAND TWELVE (2012), and comprising NINETEEN (19) pages, is filed in the public instrument record of this notary public's office. I deliver to THE UNITED STATES OF AMERICA, ACTING THROUGH THE FARM SERVICE AGENCY, as a party with interest, this certified copy on the same date of its granting. I ATTEST.



NOTARY PUBLIC



5116
10/16/2012
\$1.00
\$1 Impuesto Notarial
51634-2012-1018-54581550

Notificación hecha a los comparecientes por el notario público en la notaría de la que el número 881113
En Agua a 8 de Nov de 2013
Sede Alfredo Ferrer
Registrador

Suspendido Término de Caducidad de 60 días por haberse recibido hoy documento para la corrección de falta.
San Germán, P. R. a 27 de Nov de 2013
[Signature]
Registrador u Oficial

STRADO AL
151, 157, 160, 154
do 632
1916, 528 24, 12, 6, 9
2013
PR a 2 de Dic
[Signature]
Registrador: 18/12/2013
[Signature]

TITLE SEARCH**ESTUDIOS DE TITULO
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
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CLIENT: RICARDO SANTIAGO TORRES**REF: 1521.274****BY: TAIMARY ESCALONA**

PROPERTY NUMBER: 1,816, recorded at page 151 of volume 632 of San Germán, Registry of the Property of Puerto Rico, section of San Germán.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Porción de terreno dedicada a café y pastos, radicada en el barrio de Rosario Alto del término municipal de San Germán. Linda por el **NORTE**, con Río Rosario, terrenos de Ramón Abad Ayala y los de Mari Hernández; por el **OESTE**, con terrenos de Adán Francisco Pérez; por el **SUR**, con la finca de que se disgrega la que se describe; y por el **ESTE**, con terrenos de la Sucesión Sambolín. Tiene de cabida **15.68 cuerdas**, colinda además por el **NORTE**, con Gustavo Adolfo Ramírez; por el **SUR**, Natalio Figueroa; por el **ESTE**, Andrés Cintrón; y por el **OESTE**, Ramón Ortiz.

ORIGIN:

It is segregated from property number 721, recorded at page 80, volume 12 of San Germán.

TITLE:

This property is registered in favor of RICARDO SANTIAGO TORRES and his wife ANTONIA SILVA AYALA, who acquired it by purchase from Ilia María Pagán Figueroa; Carmen Teresa Ramírez Irizarry; Jenaro Gustavo and Maria Teresa Pagán Ramírez, at a price of \$80,000.00, responding this property by \$35,000.00, pursuant to deed #5, executed in Mayagüez, Puerto Rico, on November 9, 2012, before Elena Maritza Ojeda Treviño Notary Public, recorded at overleaf of page 151 of volume 632 of San Germán, property number 1,816, 23rd inscription.

Presented on January 8, 2013

Recorded on October 3, 2013

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:

1. **LEASE:** In favor of Pelegrín Pabón Salazar married to Hipólita Alvarez, for a term of 5 years, for lease fee of \$200.00 annual, constituted by deed #67, executed in San Germán, Puerto Rico, on April 15, 1929, before Eusebio López Acosta Notary Public, recorded at page 117 of volume 77 of San Germán, property number 1,816, 14th inscription.

Presented on April 26, 1929

Recorded on April 26, 1929

2. **MORTGAGE:** Constituted by Jenaro Pagán Tomei and his wife Flor María Figueroa, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$80,000.00, with 3.125% annual interests, due on 20 years, constituted by deed #128, executed in Mayagüez, Puerto Rico, on November 9, 2012, before Susan Báez Dixon Notary Public, recorded at page 152 of volume 632 of San Germán, property number 1,816, 24th and last inscription. **Conditions**

Presented on January 8, 2013

Recorded on December 2, 2013

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Eagle Title & Other Services, Inc.

PAGE #2
 PROPERTY #1,816

3. **FEDERAL TAX LIEN:** Recorded at book number 2, page 112, entry 5, notification number 669721311, against Ricardo Santiago Torres, Social Security number xxx-xx-2027, in the amount of \$3,055.65, dated August 26, 1997. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
4. **FEDERAL TAX LIEN:** Recorded at book number 4, page 48, entry 2, notification number 803427811, against Jorge Pagán Lugo & I. Pagán Figueroa, Social Security number xxx-xx-6886, in the amount of \$2,226.14, dated August 5, 2011. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

Cancellation presented in Karibe System dated December 26, 2019 but does not have the signature of the Registrar.

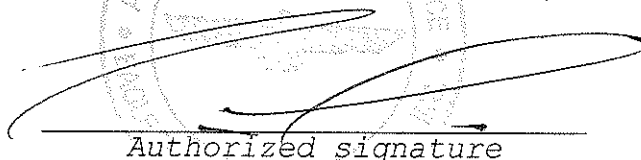
5. **FEDERAL TAX LIEN:** Recorded at book number 4, page 210, entry 4, notification number 983837114, against Ricardo Santiago Torres/Mi Casita, Social Security number 66-0526002, in the amount of \$8,408.73, dated February 18, 2014. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
6. **FEDERAL TAX LIEN:** Recorded at book number 4, page 227, entry 4, notification number 997699414, against Ricardo Santiago Torres/Mi Casita, Social Security number 66-0526002, in the amount of \$8,320.79, dated May 13, 201. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
7. At entry 2016-078054-SG01, presented on August 17th, 2016, Instance dated August 16, 2016, signed on Mayagüez, Puerto Rico, before Susan Báez Dixon Notary Public, requesting to Registrar, the correction of the mortgage registration that taxes the property numbers 1816; 5253; 2180 and 5256, in which it was indicated that the mortgagees were Jenaro Pagán Tomei and his wife Flor María Figueroa when the correct is Ricardo Santiago Torres and his wife Antonia Silva Ayala. The document qualification and dispatch are pending.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January 3, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.



Authorized signature

mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:


1. That my name and personal circumstances are the above mentioned.

2. That on January 3, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 23rd day of November of 2020.


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,376

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 23rd day of November of 2020.



TITLE SEARCH

CLIENT: RICARDO SANTIAGO TORRES

REF: 1521.274

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 2,180, recorded at page 160 of volume 632 of San Germán, Registry of the Property of Puerto Rico, section of San Germán.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Fracción de terreno plantada de café nombrada Pieza de la Casa, sita en el Barrio Rosario Alto, radicada en el Barrio Rosario Alto del término municipal de San Germán, Puerto Rico, de una cabida de **1.75 cuerdas, equivalentes a 68 áreas, 67 centiáreas** y colindante por **NORTE, ESTE y OESTE**, con los terrenos de la principal de que fue segregada; **SUR**, con el camino de Maricao.

ORIGIN:

It is segregated from property number 721, recorded at page 80, volume 12 of San Germán.

TITLE:

This property is registered in favor of RICARDO SANTIAGO TORRES and his wife ANTONIA SILVA AYALA, who acquired it by purchase from Ilia María Pagán Figueroa; Carmen Teresa Ramírez Irizarry; Jenaro Gustavo y María Teresa Pagán Ramírez, at a price of \$80,000.00, responding this property by \$8,000.00, pursuant to deed #5, executed in Mayagüez, Puerto Rico, on November 9, 2012, before Elena Maritza Ojeda Treviño Notary Public, recorded at overleaf of page 160 of volume 632 of San Germán, property number 2,180, 5th inscription.

Presented on January 8, 2013

Recorded on October 3, 2013

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is free of liens and encumbrances

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by Jenaro Pagán Tomei and his wife Flor María Figueroa, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$80,000.00, with 3.125% annual interests, due on 20 years, constituted by deed #128, executed in Mayagüez, Puerto Rico, on November 9, 2012, before Susan Báez Dixon Notary Public, recorded at overleaf of page 160 of volume 632 of San Germán, property number 2,180, 6th and last inscription. **Conditions**

Presented on January 8, 2013

Recorded on October 3, 2013

2. **FEDERAL TAX LIEN:** Recorded at book number 2, page 112, entry 5, notification number 669721311, against Ricardo Santiago Torres, Social Security number xxx-xx-2027, in the amount of \$3,055.65, dated August 26, 1997. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

3. **FEDERAL TAX LIEN:** Recorded at book number 4, page 48, entry 2, notification number 803427811, against Jorge Pagán Lugo & I. Pagán Figueroa, Social Security number xxx-xx-6886, in the amount of \$2,226.14, dated August 5, 2011. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

Cancellation presented in Karibe System dated December 26, 2019 but does not have the signature of the Registrar.

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Eagle Title & Other Services, Inc.

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PAGE #2
PROPERTY #2,180

4. **FEDERAL TAX LIEN:** Recorded at book number 4, page 210, entry 4, notification number 983837114, against Ricardo Santiago Torres/Mi Casita, Social Security number 66-0526002, in the amount of \$8,408.73, dated February 18, 2014. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
5. **FEDERAL TAX LIEN:** Recorded at book number 4, page 227, entry 4, notification number 997699414, against Ricardo Santiago Torres/Mi Casita, Social Security number 66-0526002, in the amount of \$8,320.79, dated May 13, 201. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
6. At entry 2016-078054-SG01, presented on August 17th, 2016, Instance dated August 16, 2016, signed on Mayagüez, Puerto Rico, before Susan Báez Dixon Notary Public, requesting to Registrar, the correction of the mortgage registration that taxes the property numbers 1816; 5253; 2180 and 5256, in which it was indicated that the mortgagees were Jenaro Pagán Tomei and his wife Flor María Figueroa when the correct is Ricardo Santiago Torres and his wife Antonia Silva Ayala. The document qualification and dispatch are pending.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January 3, 2020.

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EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/mv/F

Eagle Title & Other Services, Inc.

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:


1. That my name and personal circumstances are the above mentioned.

2. That on January 3, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

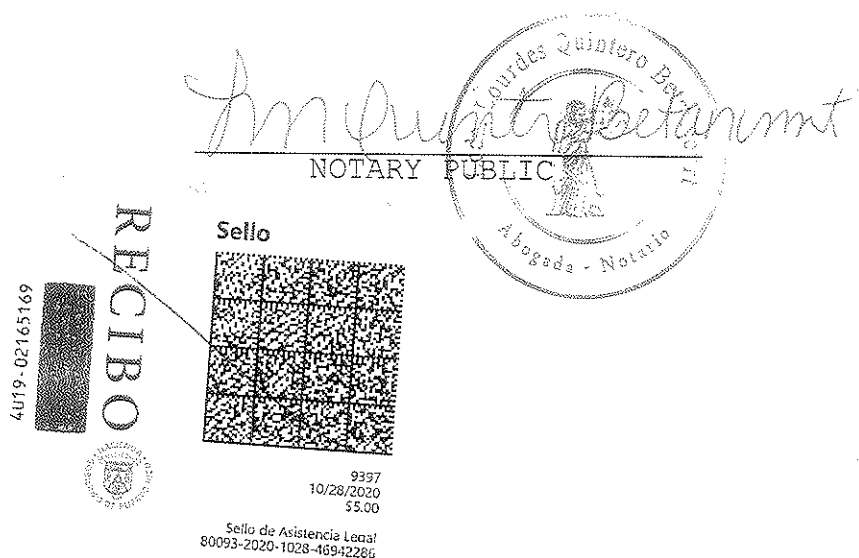
In Guaynabo, Puerto Rico, this 23th day of November of 2020.


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 41378.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 23th day of November of 2020.



TITLE SEARCH**CLIENT: RICARDO SANTIAGO TORRES****REF: 1521.274****BY: TAIMARY ESCALONA**

PROPERTY NUMBER: 5,253, recorded at page 154 of volume 632 of San Germán, Registry of the Property of Puerto Rico, section of San Germán.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Porción de terreno sita en los barrios Hoconuco Alto y Rosario Alto del término municipal de San Germán, Puerto Rico, de una cabida de **13.20 cuerdas**, conteniendo una casa para habitación de madera y zinc, otra casa de iguales materiales dedicada a tienda otra dedicada a máquina con su máquina de descascarar café y motor de gasolina, dos glasis, dos casillas y varias casitas para peones. Está atravesada por el camino que de San Germán conduce a Maricao. Colinda por el **NORTE**, con terrenos de la Sucesión de José M. Pabón antes, hoy Jenaro Pagán Tomei y José A. Sambolin antes, hoy Andrés Cintrón; por el **SUR**, con terrenos de la Sucesión de José H. Salazar antes, hoy Higinio Salazar; por el **ESTE**, con terrenos de José A. Sambolin antes, hoy Andrés Cintrón los de Natalio Figueroa, Sucesión de Gregorio Hernández, hoy de Andrés Cintrón, Juana Salazar, hoy de Américo Salazar, Sucesión José H. Salazar, antes, hoy Higinio Salazar; y por el **OESTE**, con terrenos de Finca Salazar antes, hoy de Flor María Figueroa.

ORIGIN:

It is segregated from property number 2,658, recorded at page 60, volume 51 of San Germán.

TITLE:

This property is registered in favor of RICARDO SANTIAGO TORRES and his wife ANTONIA SILVA AYALA, who acquired it by purchase from Ilia María Pagán Figueroa; Carmen Teresa Ramírez Irizarry; Jenaro Gustavo and María Teresa Pagán Ramírez, at a price of \$80,000.00, responding this property by \$25,000.00, pursuant to deed #5, executed in Mayagüez, Puerto Rico, on November 9, 2012, before Elena Maritza Ojeda Treviño Notary Public, recorded at overleaf of page 154 of volume 632 of San Germán, property number 5,253, 8th inscription.

Presented on January 8, 2013

Recorded on October 3, 2013

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** Constituted by Jenaro Pagán Tomei and his wife Flor María Figueroa, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$80,000.00, with 3.125% annual interests, due on 20 years, constituted by deed #128, executed in Mayagüez, Puerto Rico, on November 9, 2012, before Susan Báez Dixon Notary Public, recorded at overleaf of page 154 of volume 632 of San Germán, property number 5,253, 9th and last inscription. **Conditions**
Presented on January 8, 2013
Recorded on December 2, 2013
 2. **FEDERAL TAX LIEN:** Recorded at book number 2, page 112, entry 5, notification number 669721311, against Ricardo Santiago Torres, Social Security number xxx-xx-2027, in the amount of \$3,055.65, dated August 26, 1997. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

**ESTUDIOS DE TITULO
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143
estudios@eagletitlepr.com

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Eagle Title & Other Services, Inc.

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Eagle Title & Other Services, Inc.

PAGE #2
PROPERTY #5,253

3. **FEDERAL TAX LIEN:** Recorded at book number 4, page 48, entry 2, notification number 803427811, against Jorge Pagán Lugo & I. Pagán Figueroa, Social Security number xxx-xx-6886, in the amount of \$2,226.14, dated August 5, 2011. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

Cancellation presented in Karibe System dated December 26, 2019 but does not have the signature of the Registrar.

4. **FEDERAL TAX LIEN:** Recorded at book number 4, page 210, entry 4, notification number 983837114, against Ricardo Santiago Torres/Mi Casita, Social Security number 66-0526002, in the amount of \$8,408.73, dated February 18, 2014. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
5. **FEDERAL TAX LIEN:** Recorded at book number 4, page 227, entry 4, notification number 997699414, against Ricardo Santiago Torres/Mi Casita, Social Security number 66-0526002, in the amount of \$8,320.79, dated May 13, 201. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
6. At entry 2016-078054-SG01, presented on August 17th, 2016, Instance dated August 16, 2016, signed on Mayagüez, Puerto Rico, before Susan Báez Dixon Notary Public, requesting to Registrar, the correction of the mortgage registration that taxes the property numbers 1816; 5253; 2180 and 5256, in which it was indicated that the mortgagees were Jenaro Pagán Tomei and his wife Flor María Figueroa when the correct is Ricardo Santiago Torres and his wife Antonia Silva Ayala. The document qualification and dispatch are pending.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January 3, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on January 3, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 23th day of November of 2020.



Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4379

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 23th day of November of 2020.



TITLE SEARCH

CLIENT: RICARDO SANTIAGO TORRES

REF: 1521.274

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 5,256, recorded at page 157 of volume 632 of San Germán, Registry of the Property of Puerto Rico, section of San Germán.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Porción de terreno sita en el barrio Hoconuco Alto del término municipal de San Germán, Puerto Rico, de una cabida de **5.80 cuerdas**. Colindante por el **NORTE**, con la carretera de San Germán a Las Vegas y terrenos de Ramón Ortiz; por el **SUR**, con terrenos de Julio Salazar y Antonio Mallorquín; por el **ESTE**, con terrenos de Flor María Figueroa; y por el **OESTE**, con la carretera de San Germán a Las Vegas.

ORIGIN:

It is segregated from property number 2,658, recorded at page 60, volume 51 of San Germán.

TITLE:

This property is registered in favor of RICARDO SANTIAGO TORRES and his wife ANTONIA SILVA AYALA, who acquired it by purchase from Ilia María Pagán Figueroa; Carmen Teresa Ramírez Irizarry; Jenaro Gustavo y María Teresa Pagán Ramírez, at a price of \$80,000.00, responding this property by \$12,000.00, pursuant to deed #5, executed in Mayagüez, Puerto Rico, on November 9, 2012, before Elena Maritza Ojeda Treviño Notary Public, recorded at overleaf of page 157 of volume 632 of San Germán, property number 5,256, 11th inscription.

Presented on January 8, 2013

Recorded on October 3, 2013

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** Constituted by Jenaro Pagán Tomei and his wife Flor María Figueroa, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$80,000.00, with 3.125% annual interests, due on 20 years, constituted by deed #128, executed in Mayagüez, Puerto Rico, on November 9, 2012, before Susan Báez Dixon Notary Public, recorded at overleaf of page 157 of volume 632 of San Germán, property number 5,256, 12th and last inscription. **Conditions**
Presented on January 8, 2013
Recorded on December 2, 2013
 2. **FEDERAL TAX LIEN:** Recorded at book number 2, page 112, entry 5, notification number 669721311, against Ricardo Santiago Torres, Social Security number xxx-xx-2027, in the amount of \$3,055.65, dated August 26, 1997. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
 3. **FEDERAL TAX LIEN:** Recorded at book number 4, page 48, entry 2, notification number 803427811, against Jorge Pagán Lugo & I. Pagán Figueroa, Social Security number xxx-xx-6886, in the amount of \$2,226.14, dated August 5, 2011. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

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PAGE #2
 PROPERTY #5,256


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EAGLE TITLE AND OTHER SERVICES, INC.


 Authorized signature

mcr/mv/F

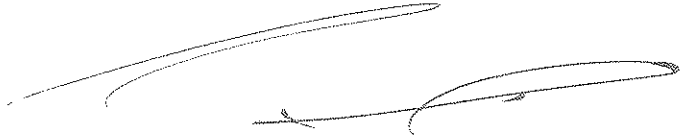
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I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on January 3, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 23th day of November of 2020.



Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4377

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 23th day of November of 2020.



**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower Santiago Torres, Ricardo Case No 63-018-2027

CERTIFICATION OF INDEBTEDNESS


I, Jean P. Tilen Napoli, of legal age, married, a resident of Patillas, Puerto Rico in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency

Statement of Account as of September 13, 2020

Loan Number	41-01
Original Note Amount	\$80,000.00
Original Note Date	11/9/2012
Date of Last Payment	5/20/2015
Principal Balance	\$74,507.82
Unpaid Interest	\$12,381.82
Misc. Charges	\$0.00
Total Balance	\$86,889.64
Daily Interest Accrual	\$ 6.3791
Amount Delinquent	\$28,540.00
Years Delinquent	4

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

 Digitally signed by JEAN TILLEN NAPOLI
(FBI/State)
DN: cn=US, o=U.S. Government,
ou=Department of Agriculture,
0.9.342.19200300 100.1.1=120010038
79325, c=JEAN TILLEN NAPOLI
(FBI/State)
Date: 2020.09.14 08:10:51 -0400
Adobe Acrobat version:
2020.012.20041

Jean P. Tilen Napoli
LRTF Contractor
September 13, 2020



Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-2027

Birth Date:

Last Name: SANTIAGO TORRES

First Name: RICARDO

Middle Name:

Status As Of: Dec-07-2020

Certificate ID: K47QKFQWR62ZL0C

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Juan Carlos Fortuño Fas
PO Box 9300
San Juan, PR 00908, tel. 787-751-5290

DEFENDANTS

Ricardo Santiago Torres, et als.

County of Residence of First Listed Defendant San Germán, Puerto Rico
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Consolidated Farm and Development Act, 7 USC 1921, et seq., and 28 USC 1345

Brief description of cause:
Foreclosure of mortgage

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
86,889.64

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

s/Juan C. Fortuño Fas

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America (Farm Service Agency)

Plaintiff(s)

v.

Ricardo Santiago Torres

Defendant(s)

Civil Action No.

Foreclosure of mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Ricardo Santiago Torres

St. Rd. 119, Km. 6.4 Rosario Alto Wd. San Germán, P.R. 00683

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____
 _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America (Farm Service Agency)

Plaintiff(s)

v.

Ricardo Santiago Torres

Defendant(s)

Civil Action No.

Foreclosure of mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Benjamín Santiago Silva

St. Rd. 119, Km. 6.4 Rosario Alto Wd. San Germán, P.R. 00683

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____
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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America (Farm Service Agency)

Plaintiff(s)

v.

Ricardo Santiago Torres, et als.

Defendant(s)

Civil Action No.

Foreclosure of mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

United States of America

350 CARLOS CHARDON TORRE DE CHARDON SUITE 1201 HATO REY, PR. 00918

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:
